

LAND DISPOSITION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 1969, by and between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter called the "Authority"), a public body politic and corporate, organized pursuant to Chapter 121 of the General Laws of Massachusetts, and the CITY OF BOSTON (hereinafter called the "Redeveloper"), a municipal corporation, acting by and through its PUBLIC FACILITIES DEPARTMENT,

W I T N E S S E T H

THAT the parties hereto agree as follows:

ARTICLE I

Definitions

Section 101: Defined Terms. For the purposes of this Agreement, the following terms shall have the meanings respectively ascribed to them below:

- (a) "Property" refers to Parcel I-1, in the Washington Park Urban Renewal Area, part of the City of Boston, Massachusetts, and is described in Exhibit "A", and shown on a plan entitled "Plan of Land in Boston, Delivery Parcel I-1, of the Washington Park Urban Renewal Area, Project No. Mass. R-24", prepared by Fay, Spofford & Thorndike, Inc., dated June 13, 1967, attached hereto as Exhibit "B".
- (b) "Plan" shall mean the Washington Park Urban Renewal Plan, approved by the City Council for the City of Boston on February 18, 1963, and approved by the Mayor on February 26, 1963, which is on file in the offices of the Authority and the Clerk of the City of Boston. The "Term of the Plan" shall mean a period of forty (40) years from and after February 18, 1963.
- (c) "HUD" shall mean the United States Department of Housing and Urban Development, or any officer duly authorized to act in its behalf.
- (d) "Schematic Design Studies" shall mean the drawings, sketches and plans showing the general plan, elevations, dimensions and character of the improvements to be erected on the Property by the Redeveloper, including the type, amount, distribution and area of the various uses on the Property, and emphasizing general relationships of proposed and existing buildings, walks, roadways, and open space.
- (e) "Design Development Documents" shall mean the site plans, floor plans, elevations and sections, outline specifications, samples of materials, and models developed to show the general architectural character of the improvements to be erected on the Property and their relationship to the approved Schematic Design Studies.
- (f) "Preliminary Working Drawings and Specifications" shall mean site plans developed to describe the detailed architectural character and scope of the proposal completely, including all landscaping and

site development details (fencing, planting, outdoor lighting, street furniture, parking facilities, and ground surface materials); building plans, elevations, and sections developed in sufficient detail and at large enough scale to show all materials and assemblies comprising the proposed building(s); specifications relating to the above, and perspective renderings and/or model showing the architectural and urban design character of the proposed improvements and the surrounding area.

(g) "Working Drawings and Specifications" shall cover the requirements for construction of the improvements to be erected on the Property, and shall include all plans, specifications, general conditions, and other documents in the form to be submitted to building contractors for bidding purposes.

(h) "Architect" shall mean the firm of Roxbury Civic Center Associates, a joint venture consisting of the firms, Hoyle, Doran and Berry and Kallmann and McKinnell, acting pursuant to a contract for architectural services with respect to the improvements to be erected on the Property, a copy of which contract has been deposited with the Authority.

ARTICLE II

Transfer of the Property and Payment Therefor

Section 201: Covenant of Sale. The Authority covenants and agrees to sell and convey, and the Redeveloper covenants and agrees to purchase the Property for a purchase price of twenty-three thousand three hundred dollars (\$23,300.00), which purchase price shall be paid to the Authority, in cash or check drawn to its order, at the time of closing.

Section 202: Condition of Land to be Conveyed. The Authority agrees that at the time of sale and conveyance and delivery of possession of the Property, except as otherwise shown on Exhibit "B", it shall be free and clear of all buildings, structures and improvements except streets, sidewalks, walls and foundations below the surface.

Section 203: Time of Sale and Conveyance. The sale and conveyance and delivery of possession of the Property, and the purchase of the same by the Redeveloper shall take place on January 27, 1969 at a closing to be held at the office of the Authority, 11th Floor, City Hall Annex, Boston, Massachusetts, or such other place as the Authority may designate, provided, however, that the sale and conveyance and delivery of possession may take place at an earlier or later date upon agreement of the parties hereto.

Section 204: Title and Instrument of Conveyance. The sale and conveyance shall be by quitclaim deed of good and marketable fee simple title to the Property, free and clear of all liens and encumbrances, but subject to all conditions, covenants, easements and restrictions set forth or referred to in this Agreement, Exhibit "B", and the Plan, or in any thereof. Except as to obligations to be performed at or prior to the time of closing, none of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the

Authority to the Redeveloper, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 205: Default by Authority. In the event that the Authority shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, the Authority shall use reasonable efforts to remove any defects in title or to deliver possession as herein agreed, as the case may be, and the Authority shall give written notice thereof to the Redeveloper at or before the time for performance by the Authority hereunder, and thereupon the time for the performance by the Authority shall be extended for a period of ninety (90) days, or such longer period or periods as the Authority and the Redeveloper shall mutually agree, and in the event that the Authority shall be unable to give title or to make conveyance or to deliver possession of the Property at any extended time for performance, then: (1) all obligations of the parties hereunder shall cease, and (2) this Agreement shall be void and without recourse to the parties hereto, provided, however, that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title as the Authority can deliver to the Property (if then cleared), and to pay the purchase price stated in Section 201 hereof therefor without deduction, in which case the Authority shall convey such title to the Redeveloper.

Section 206: Conditions Precedent to Conveyance. The Authority shall not be obligated to make conveyance of Property unless and until the following events have all occurred.

(a) Working Drawings and Specifications for the Property have been submitted by the Redeveloper and approved by the Authority, as provided in Section 302 hereof.

(b) The Redeveloper shall submit to the Authority evidence of the proper and legal appropriation of sufficient funds to construct the improvements in accordance with said approved Working Drawings and Specifications.

ARTICLE III

Restrictions and Controls Upon Redevelopment

Section 301: Redevelopment Pursuant to Plan.

(a) The Redeveloper, for itself and its successors and assigns, covenants, promises, and agrees:

- (1) To devote the Property to court house, library, and police station uses, and other uses accessory thereto.
- (2) Not to use or devote the Property, or any part thereof, for any use other than the uses specified in the foregoing subdivision (1), or contrary to any of the applicable limitations or requirements of the Plan.
- (3) Not to discriminate upon the basis of race, color, religion, sex, or national origin in the sale, lease or rental, or in the use or occupancy of the Property or any improvements erected or to be erected thereon or any part thereof.

(b) The covenants in subsection (a) of this Section shall be covenants running with the land.

(c) The covenants in subdivisions (1) and (2) of subsection (a) of this Section, and all rights and obligations under any of said covenants, shall terminate upon the expiration of the Term of the Plan, and the covenant in subdivision (3), and all rights and obligations under said covenant, shall terminate upon the expiration of one hundred (100) years from the date of the deed from the Authority to the Redeveloper.

Section 302: Improvements and Submission of Plans.

(a) The Property shall be used for the construction of a court house, library, and police station (hereinafter called the "Improvements"), to be built in accordance with the Working Drawings and Specifications as approved by the Authority and the applicable standards and controls of the Plan.

Within one (1) month after execution of this Agreement, the Redeveloper shall submit to the Authority Schematic Design Studies for the library prepared by the Architect in accordance with the Plan and this Agreement. The Redeveloper shall call a Design Conference upon seven (7) days written notice involving representatives of the Authority and the Architect, to review the above submission. Upon receipt of comments from the staff of the Authority during the Conference, or within any additional period of time agreed to at the Conference, the Redeveloper shall require the Architect to make changes in the plans for the library in accordance with such comments.

Thereafter, and continuing until approval by the Authority of the Working Drawings and Specifications for the library, the Redeveloper shall submit, on a monthly basis, progress prints of the plans. Conferences may be called by either party to the Agreement upon the giving of seven (7) days written notice to the other, and the same review process and standards as described in the preceding paragraph will be followed.

At the time the Design Development Documents for the library, prepared by the Architect, are in a form suitable for submission to the City of Boston Department, or Departments, to whose care, custody and control the Property will be delivered following completion of the Improvements, they shall also be submitted to the Authority for review. The Authority staff, during the period of review by such Departments, will review and comment on such plans, and provide full opportunity for the Redeveloper to discuss any suggested modifications. The Redeveloper will require the Architect to make changes in the plans for the library in accordance with the Authority's final comments, and after the staff of the Authority approves said plans, cause the Architect to proceed with the design work.

At such time as the Preliminary Working Drawings and Specifications for the library are completed, they shall be submitted to the Authority for approval. Such approval will be given or other action taken within thirty (30) days of the submission of such plans.

No later than forty-five (45) days prior to the closing date prescribed in Section 203, the Redeveloper shall submit to the Authority Working Drawings and Specifications for the library. Insofar as such Working Drawings and Specifications contain departures from or cover matters not

included in the Preliminary Working Drawings and Specifications, they shall be reviewed by the Authority and Board action either approving the plans or taking some other action thereon will be given within thirty (30) days of receipt of such plans.

(b) No Improvements shall be constructed which are not shown on the approved Working Drawings and Specifications, nor shall any work be done on the construction of the Improvements if such work deviates from the approved Working Drawings and Specifications in any of the following respects: (1) If the external appearance of the building (including roof and penthouse) is affected in any way; (2) if there are significant changes in materials or design of the interiors; (3) if there are any changes in materials, design, dimensions, or color in the public lobbies, entrances, arcades or open spaces, except and only to the extent that modifications thereof have been requested by the Redeveloper in writing and have been approved in writing by the Authority.

(c) Construction of the Improvements hereunder shall be in conformity with all applicable State and local laws and regulations.

(d) The Redeveloper agrees to provide, as part of the construction of Improvements required pursuant to this Agreement, works of art satisfactory to the Authority, and agrees to expend for such works a sum not less than 1% of the total amount to be expended by the Redeveloper for such construction of the proposed building and landscaping, but excluding the parking areas. The arts, as used herein, shall be deemed to include ornaments, arrangements, or effects created through the use of sculpture, bas-reliefs, mosaics, frescos, murals, prints, tapestries, paintings, and fountains which are sculptural in themselves or designed to enhance the setting of sculpture. The Redeveloper agrees to include in the Working Drawings and Specifications submitted to the Authority a general program for employment of art in the development to support and enhance the architectural and site design proposals.

(e) Submission of Working Drawings and Specifications for the library, pursuant to this Section 302, shall not be deemed to include submission of the final structural, plumbing, electrical or mechanical plans unless requested by the Authority.

Section 303: Time for Commencement and Completion of Construction.

(a) The Redeveloper shall begin the construction of the courthouse and police station on the Property in accordance with the approved Working Drawings and Specifications within ninety (90) days after delivery of the deed to and possession of the Property by the Redeveloper unless no acceptable general bid is received by the Redeveloper within existing authorizations, in which event the time for commencement of construction shall be extended as appropriate.

(b) The Redeveloper shall diligently prosecute to completion the construction of the Improvements on the Property, and shall, in any event, complete such construction not later than months after the commencement thereof.

(c) The Redeveloper shall submit to the Authority a detailed estimated progress schedule at the time construction is begun in a format generally used in the construction of buildings. This schedule shall be resubmitted each month until the construction of the Improvements has been completed, with actual progress shown. This monthly submission shall be accompanied by a written report by the Redeveloper citing any adjustments to the progress forecast, analyzing the causes thereof, and, where applicable, noting corrective efforts. During the period of construction all work of the Redeveloper shall be subject to inspection by representatives of the Authority and of the United States of America.

(d) Prior to the sale and conveyance and delivery of possession of the Property, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this Agreement.

(e) It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the Improvements on the Property shall be covenants running with the land.

Section 304: Certificate of Completion. When the Improvements required of the Redeveloper by the provisions of the Agreement have been completed, the Authority shall issue to the Redeveloper a Certificate of Completion in such form as will enable it to be recorded in the Suffolk Registry of Deeds.

Section 305: Equal Opportunity in Construction Employment. The Redeveloper for itself and its successors and assigns agrees that it will include the following provisions of this Section in every contract or purchase order which may hereafter be entered into between the Redeveloper and any party (hereinafter in this Section called "Contractor") for or in connection with the construction of the Improvements, or any part thereof, provided for in the Agreement unless such contract or purchase order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 17, 1967, copies of which rules, regulations or orders shall be delivered to the Redeveloper forthwith upon receipt thereof by the Authority.

Equal Employment Opportunity. During the performance of this contract the Contractor agrees with the Redeveloper as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or

other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this non-discrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Contractor will send to each labor union or representative of workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 17, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 17, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 17, 1967, and by the rules and regulations and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Authority, the Secretary of Labor, or the Secretary of Housing and Urban Development for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract, or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government Contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 17, 1967, and such other sanctions may be imposed and remedies invoked, as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 17, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any construction contract, subcontract, or purchase order as the Authority or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor, as a result of such direction by the Authority or the Department of Housing and Urban Development, the Contractor

may request the United States to enter into such litigation to protect the interests of the United States.

For the purpose of including such provisions in any construction contract or purchase order, as required by this Section, the term "Redeveloper" and the term "Contractor" may be changed to reflect appropriately the name or designation of the parties to such contract or purchase order, and the term "Authority" may likewise be changed to reflect appropriately the name or designation of the party referred to in the Agreement as "Authority".

ARTICLE IV

Transfer of Redeveloper's Interest

Section 401: General Terms Relating to Transfer of Interest in Property by Redeveloper. The Redeveloper agrees that without approval of the Authority it will not, prior to the completion of the construction of the Improvements on the Property, make or suffer to be made any assignment or any manner of transfer of its interest in the Property, or portion thereof, or in this Agreement, other than a contract or agreement to be performed subsequent to such completion.

ARTICLE V

Provisions Relating to Operation and Maintenance

Section 501: Maintenance and Operation of Improvements. The Redeveloper shall, at all times until the expiration of the Term of the Plan, keep the Improvements constructed on the Property in good and safe condition and repair, and in the occupancy, maintenance and operation of such Project, Improvements, and the Property, comply with all laws, ordinance codes and regulations applicable thereto and to the Redeveloper.

Section 502: Additions or Subtractions to Completed Improvements. After the Improvements required by the Plan and this Agreement to be constructed by the Redeveloper on the Property, or any portion thereof, have been completed, the Redeveloper shall not, until the expiration of the Term of the Plan, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof which involve significant alteration of the exterior design or dimensions without the prior written approval of the Authority.

ARTICLE VI

Rights, Remedies, and Procedures in the Event of a Breach By Redeveloper

Section 601(a): Failure or Refusal by Redeveloper to Submit Acceptable Plans, Purchase Fee Simple Title, and Take Possession or Complete Construction. In the event that the Redeveloper shall fail or refuse to submit Working Drawings and Specifications for the police station and courthouse satisfactory to the Authority, as provided in Section 302 hereof, or shall (other than as provided in Section 205 of this Agreement) fail or refuse to complete the purchase and accept possession of the Property, as set forth in Section 203 hereof, upon proper tender of conveyance by the Authority, pursuant to this Agreement, or shall fail or refuse to complete the construction of the police station and courthouse in accordance with Section 302 and 303 hereof, the Authority may, upon such failure or refusal, at its sole

option terminate, by written notice to the Redeveloper, all of its obligations to the Redeveloper hereunder, and in addition, at its sole option, in the event that the Property has been conveyed to the Redeveloper, require the Redeveloper to reconvey the Property to the Authority, and in consideration of such reconveyance, the Authority shall return the purchase price paid under Section 201 hereof to the Redeveloper. The Redeveloper agrees to make such reconveyance forthwith upon receipt of a written notice from the Authority requesting such reconveyance.

Section 601(b): In the event that the Redeveloper shall fail or refuse to submit Working Drawings and Specifications for the library satisfactory to the Authority, as provided in Section 302 hereof, or shall fail or refuse to complete the construction of the library in accordance with Section 302 and 303 hereof, the Authority may, upon such failure or refusal, at its sole option terminate, by written notice to the Redeveloper, all of the obligations to the Redeveloper hereunder, and in addition, in the event that the Property has been conveyed to the Redeveloper, then that conveyance shall be on the condition that such failure or refusal on the part of the Redeveloper shall give the Authority, at its sole option, the right to re-enter the Property in order to recover ownership of that portion of the Property not being used for the courthouse and police station. In the event that the Authority exercises its right of re-entry, it shall return to the Redeveloper a portion of the purchase price allocable to the library paid under Section 201.

Section 602: Remedies for Other Breaches. It is understood by the parties hereto that in the event any party shall fail to comply with, or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described; provided, however, that the remedies prescribed in Section 601 for the defaults therein described shall be exclusive.

ARTICLE VII

Miscellaneous Provisions

Section 701: Covenants to be Enforceable by Authority and the United States. Any covenant herein contained, which is expressed to be a covenant running with the land, shall be contained in any instrument of conveyance relating to the Property, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Authority (and the United States in the case of the covenant provided in Section 301(a)(3) hereof) against the Redeveloper (including its successors and assigns to or of the Property, or any part thereof or any interest therein and any party in possession or occupancy of the Property, or any part thereof). In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants, and the United States shall be deemed a beneficiary of the covenant provided in Section 301(a)(3) hereof, both for and in their or its own right, and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants shall be in force and effect without regard to whether the Authority or the United States has at any time been, remains, or is an owner of or in possession of any land to, or in favor of, which the covenants relate.

It is the intention of the Authority that the benefit of the covenants running with the land, which are contained in any instrument of conveyance relating to the Property, shall be enforceable only by the Authority (and the United States in the case of the covenant provided in Section 301(a)(3) hereof) and those holding title to an interest in the Property, and that such covenants shall not be enforceable by transferees of other land owned by the Authority in the area covered by the Plan.

Section 702: Parties Barred From Interest in Project. No member of the Congress of the United States of America shall be admitted to any share or part hereof, or to any benefit to arise therefrom.

Section 703: Excusable Delays. For the purposes of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors or suppliers due to such causes, it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of the Property for redevelopment, or of the Redeveloper with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay; provided, that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay. In calculating the length of the delay, the Authority shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well.

Section 704: Obligations to Continue. Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to and delivery of possession of the Property, the provisions of this Agreement shall survive the time of closing, and the sale and conveyance of fee simple title to and the delivery of possession of the Property to the Redeveloper, but shall not survive issuance of the Certificate of Completion by the Authority except to the extent stated in the deed.

Section 705: Approvals and Notices. Except as otherwise specifically provided in this Agreement, whenever, under this Agreement, approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by a duly authorized officer of the Authority, or Redeveloper, and sent registered or certified mail, postage prepaid, to the principal office of the party to whom it is directed, which are as follows:

Redeveloper: City of Boston, Public Facilities Dept., City Hall,
Authority: City Hall, Boston, Mass. Boston, Mass.

The parties shall promptly notify each other of any change of their respective addresses set forth above.

IN WITNESS WHEREOF, at Boston, Massachusetts, the parties hereto have caused this Agreement, in five counterparts, to be signed, sealed and delivered by their duly authorized officers, respectively.

BOSTON REDEVELOPMENT AUTHORITY

Signed, sealed and delivered
in the presence of:

By _____

Director

CITY OF BOSTON

BY PUBLIC FACILITIES DEPARTMENT

By _____

Director of Public Facilities

Approved as to Availability of
Appropriations:

City Auditor

APPROVED:

Mayor

Approved as to Form:

John C. Conley,
General Counsel
The Authority

Approved as to Form:

Corporation Counsel

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

, 1969

Then personally appeared before me the above-named Hale Champion, who executed the foregoing Agreement on behalf of the Boston Redevelopment Authority, and acknowledged the foregoing to be the free act and deed of said Authority.

Before me,

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

, 1969

Then personally appeared before me the above-named Robert T. Kenney, Director of Public Facilities for the City of Boston, who acknowledged the foregoing to be the free act and deed of the City of Boston.

Before me,

Notary Public

My commission expires:

11c
January 23, 1969

MEMORANDUM

TO: Boston Redevelopment Authority
FROM: Hale Champion, Director
SUBJECT: Washington Park Urban Renewal Area, Mass. R-24
Parcel I-1 - Roxbury Civic Center

1277
1/23
Recommendation for (A) Approval of Form of Land Disposition Agreement and Authorization to Execute the Agreement;
(B) Approval of Final Working Drawings and Specifications
and (C) Authorization to Deliver a Deed

(A) Approval of the form of Land Disposition Agreement and authorization to execute the Agreement, respecting Parcel I-1, the Roxbury Civic Center, are recommended.

The Public Facilities Department is the redeveloper of the Roxbury Civic Center which will include a library, a courthouse and a police station. The City would like to begin construction of this important project in the very near future.

A Land Disposition Agreement (copy attached) has been prepared and is recommended for approval.

The Regional Office has concurred in a price of \$23,300 for Parcel I-1.

The form of LDA for which approval is requested is our standard form for use in nonresidential projects being developed by the City.

(B) Working Drawings and Specifications for the police station and the courthouse have been submitted to and approved by the staff, subject, however, to the comments of the design staff as transmitted to the PFD. It is recommended that this final stage of design submissions now be approved by the Board subject to these comments.

(C) Authorization to execute and deliver the deed should now be given so that construction may be started.

Four votes follow, to implement the foregoing recommendations. Vote #1 approves the form of land disposition agreement. Vote #2 authorizes the Director to execute the Land Disposition Agreement. Vote #3 approves the working drawings and specifications for the courthouse and police station. Vote #4 authorizes the execution and delivery of a deed. I recommend that all four votes be adopted.

